ATTORNEY DOCKET NUMBER 063170.6799

PATENT APPLICATION 09/115,273

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Matthew J. Mason

Serial No.:

09/115,273

Filing Date:

July 14, 1998

Examiner:

Cao H. Nguyen

Art Unit:

2173

Title:

METHOD AND APPARATUS FOR INTERACTING WITH A

SOURCE CODE CONTROL SYSTEM

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Dear Sir:

REVOCATION OF ATTORNEY AND APPOINTMENT OF NEW ATTORNEYS FOR NON-PROVISIONAL APPLICATION, WITH CERTIFICATE UNDER 37 C.F.R. 3.73(b)

Platinum Technology IP, Inc., a Delaware corporation, certifies that it is the assignee in the patent application identified above by virtue of a chain of title from the inventors, of the patent application identified above, to the current assignee as shown below:

> 1. From: Matthew J. Mason

> > Platinum Technology, Inc. a copy of which is attached;

2. From: Platinum Technology, Inc.

> Platinum Technology IP, Inc. To:

Assignment recorded at Reel 9721, Frame 0311, on January 12, 1999.

DAL01:867249.1

PATENT APPLICATION 09/115,273

I hereby revoke all prior powers of attorney in the subject application and appoint the following as principal attorneys with full power to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith:

I hereby appoint:

Practitioners at Customer Number

05073

all of the firm of Baker Botts L.L.P., my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, and to file and prosecute any international patent applications filed thereon before any international authorities.

Please address all correspondence to the following:

Kevin J. Meek, Esq.

at the above-mentioned Customer No.

Please direct all phones calls to the following:

Kevin J. Meek, Esq.

Direct: (214) 953-6680

I, <u>Tay Diamond</u>, <u>V.P. & (title) Secretary</u> of Platinum Technology, IP, Inc., a Delaware corporation, am empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

DAL01:867249.1

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Platinum Technology IP, Inc.

Say Diamond Vice President and Secretary Title:

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, <u>Matthew J. Mason</u>, a resident of <u>3715 Calle Cita</u>, <u>Santa Barbara</u>, <u>California</u>, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

METHOD AND APPARATUS FOR INTERACTING WITH A SOURCE CODE CONTROL SYSTEM

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

Said application having SC/Serial Number 09/115,273 and filed on the 14th day of July, 1998.

WHEREAS Platinum Technology, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1815 South Meyers Road, Oakbrook Terrace, State of Illinois, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving

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said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon

said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

(Inventor's Signature)

State of A

County of

SANTA BARBARA

On ΔEPT . ΔS , 1998 before me,

(name and title of officer)

personally appeared <u>Matthew J. Mason</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/herauthorized capacity, and that by his/her-signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lindo a. akons

LINDA A. AKENS
Comm. #1148079
HONOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY O
Comm Exp. Aug. 18. 2001